

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN STATE OF CONNECTICUT JUDICIAL BRANCH
AND THE
STATE OF CONNECTICUT DEPARTMENT OF CHILDREN AND FAMILIES**

This Agreement is entered into by the State of Connecticut Judicial Branch (hereinafter referred to as Judicial), and the State of Connecticut Department of Children and Families (hereinafter referred to as DCF).

WHEREAS, Judicial maintains electronic juvenile record information through the Child Protection System (hereinafter referred to as the CP System) which is owned and managed by Judicial; and

WHEREAS, Judicial and DCF currently share certain juvenile record information pursuant to General Statutes Sec. 46b-124(b) in paper format; and

WHEREAS, Judicial and DCF agree that the electronic sharing of data between Judicial and DCF would promote increased efficiency for operational purposes and facilitate requests for federal funding reimbursement under Title IV-E of the Social Security Act for the State of Connecticut; and

WHEREAS, the Judicial Information Technology Division has developed a secure database within the Judicial Network referred to as the DCF Data Interface to allow duly authorized DCF staff, researchers, consultants, contractors and others limited access to information in the CP System;

NOW, THEREFORE, Judicial and DCF hereby enter into this Memorandum of Understanding with the following terms and conditions:

A. Access

1. Judicial agrees to provide authorized DCF staff, researchers, consultants, contractors and others limited access to electronic juvenile record information and court findings through the secure DCF Data Interface database. All electronic juvenile information to be shared will be extracted from the CP System. Judicial will refresh the information/data on a daily basis.
2. Judicial agrees to provide training to authorized DCF staff, researchers, consultants, contractors and others on the secure database as required. Training will be provided to DCF staff, researchers, consultants, contractors and others upon written mutual agreement by the parties.
3. DCF agrees to maintain training responsibilities for their agency after the initial training is provided by Judicial. Judicial agrees to continue to provide technical assistance relative to training matters.

4. DCF agrees to use the electronic juvenile record information to promote increased efficiency for operational purposes and to facilitate requests for federal funding reimbursement of Title IV-E of the Social Security Act for the State of Connecticut, in addition to the uses currently made of the information provided in paper format.
5. DCF will cause all employees authorized to use the DCF Data Interface database to review and comply with DCF's Employee Manual "Confidentiality Policy 7-4-3.10", a copy of which is attached hereto as Attachment A and made a part hereof. DCF will further cause all non-employee interns, researchers, consultants, contractors and other authorized users of the DCF Data Interface database to sign the DCF form entitled "Department of Children and Families Confidentiality Agreement", a copy of which is attached hereto as Attachment B and made a part hereof.
6. DCF will enforce agency policies that direct all staff, researchers, consultants, contractors, and others who are authorized users of the DCF Data Interface database regarding appropriate use of electronic juvenile record information and court findings, including all information obtained from the DCF Data Interface database. DCF shall take appropriate disciplinary or contractual action against any staff, researchers, consultants, contractors, or others who fail to comply with said policies.

DCF agrees to notify Court Operations (a) if and when it is discovered that DCF staff, researchers, consultants, contractors, or others violate the terms of DCF's Employee Confidentiality Policy or DCF's Confidentiality Agreement by obtaining, using or disclosing juvenile record information from the DCF Data Interface database for an inappropriate use, and (b) of the disciplinary or other actions that DCF took as a result of such violation.

7. DCF recognizes that the information obtained from the DCF Data Interface database may only be accurate on the day it is obtained and all information printed from the DCF Data Interface database will bear an imprint of the date and time it is printed.
8. Judicial and DCF agree to notify their respective staff of the nature of this Agreement and the mutual cooperation required.
9. DCF understands that Judicial may temporarily suspend access to the DCF Data Interface database for technological reasons when necessary.

B. Termination

Judicial may terminate this Agreement at any time, with cause, as determined by Judicial, upon written notice of the same to DCF. Either party may terminate this Agreement without cause upon (30) thirty days written notice to the other party.

C. Modification

Any additions, deletions or modifications to the terms and conditions of this Agreement shall be by a written Amendment executed by a duly authorized representative of each party.

D. Effective Period

This Agreement is effective upon the execution date of the last signature set out below, and shall remain in effect unless terminated by any party pursuant to the terms contained in the Agreement.


STATE OF CONNECTICUT, DEPARTMENT OF CHILDREN AND FAMILIES



SUSAN I. HAMILTON, JD, MSW
COMMISSIONER

5/20/10
DATE


STATE OF CONNECTICUT, JUDICIAL BRANCH



HON. BARBARA M. QUINN
CHIEF COURT ADMINISTRATOR

6/23/2010
DATE

STATE OF CONNECTICUT, JUDICIAL BRANCH LEGAL SERVICES
APPROVED AS TO FORM:




MARTIN R. LIBBIN
DEPUTY DIRECTOR, LEGAL SERVICES

6/21/10
DATE

ORDER

I have determined, in accordance with Connecticut General Statutes section 46b-124, that the Department of Children and Families (hereinafter, DCF) has a right to receive the requested information and that DCF has a legitimate interest in receiving the information electronically to facilitate the use and disclosure of the information, in accordance with the terms of the agreement and, therefore, the foregoing Agreement is approved. DCF and each authorized user of the DCF Data Interface shall not permit anyone who has not been authorized in accordance with the Agreement to access the confidential data. Except as otherwise provided in said Agreement or by law, all confidential data disclosed pursuant to the Agreement shall not be directly or indirectly further disclosed. Failure to comply with this directive may subject the offender(s) to sanctions permitted by the terms of the Agreement.

By: 
Barbara M. Quinn, Judge

Date: 6/23/2010

ATTACHMENT A

DCF Policy Manual Employee Conduct

Confidentiality Policy 7-4-3.10

Policy - All records, as defined in Connecticut General Statute 17a-28, maintained by the Connecticut Department of Children and Families are considered confidential and shall not be disclosed. Such records may only be disclosed, in whole or in part, to any individual, agency, corporation, or organization with the consent of the person involved with the record. Under certain circumstances as outlined in Connecticut General Statute 17a-28, such records may be released without the consent of the person, but only under those circumstances.

Note: Connecticut General Statute §17a-28 (a) (5) defines records as information created or obtained in connection with the department's child protection activities or activities related to a child while in the care and custody of the department, including information maintained in the Central Registry.

No employee shall disclose confidential information about children and their families which may come to the employee's attention through any means, whether verbal, written, or electronic, with anyone other than Department staff, with a legitimate need to know, unless specifically authorized to do so by an appropriate managerial level employee.

Employees of the Department shall only review case records which are on their assigned case loads unless specifically authorized to do so by a first line manager (child welfare case) or equivalent level manager for a facility case record. Additionally, no case records shall be removed from the Area Office or other work location unless specifically authorized by a first line child welfare manager or equivalent facility manager. This includes copies of case records and any portion of a case record.

If an employee is the subject of an internal investigation by the Department, such employee may request, through the Office of the Commissioner, to be provided with a copy or have a copy provided to his/her authorized representative, of such record as would be applicable and necessary for the purposes of defending themselves in a disciplinary hearing or appeal from a decision after such hearing. In these cases, the request must identify the specific section of the case which is being requested and why it is pertinent. Such copies will be redacted by the Office of Legal Affairs prior to release. No employee or former employee who is a party to a legal proceeding (including but not limited to a civil lawsuit, criminal case, administrative proceeding or other complaint against the agency) shall access or copy confidential documents for use in such legal proceeding, nor may confidential documents be attached to or filed with public documents in any forum except by order of the court or other tribunal or with a proper release. Additionally, an employee or former employee shall use only established court-

sanctioned discovery methods to request access to confidential documents the employee wishes to use in the prosecution or defense of the legal proceeding. (Nothing in this policy shall limit the ability of DCF employees to provide documents for review to Assistant Attorneys General who are representing DCF or its employees in litigation.) Under Connecticut law, unauthorized disclosure of confidential information shall be punishable by a fine of not more than one thousand dollars or imprisonment for not more than one year, or both. Additionally, violation of this policy is subject to disciplinary action, up to and including dismissal, by the Agency.

Loss of Confidential Information - An employee must immediately report the suspected or actual loss of any confidential information to his/her supervisor in accordance with DCF Policy.

ATTACHMENT B

Name of DCF Manager requesting third party access: _____



DEPARTMENT OF CHILDREN AND FAMILIES

CONFIDENTIALITY AGREEMENT

I, _____, understand that I am being granted access to confidential child protection information that is the property of the State of Connecticut Department of Children and Families ("DCF"). I am a/an:

- ☐ intern ☐ consultant
- ☐ employee of the following DCF service provider _____
- ☐ other authorized user _____

By signing this document, I understand and agree as follows:

1. In the course of providing services to and/or performing my duties for DCF, I may have access to hard copy and/or electronic confidential DCF case information. "Confidential information" includes, but is not limited to, client names, client contact information, juvenile court history, documents received from third parties regarding clients' cases, and all details of clients' cases whether received in oral, documentary or electronic form.
2. I will not solicit confidential information from any source beyond what is necessary to perform my duties.
3. I will not discuss confidential information in any setting or forum except when performing duties directly related to my duties.
4. I will not discuss confidential information with any person who is not employed by DCF, unless specifically authorized to do so by DCF for purposes of performing my duties.
5. I will only discuss confidential information with authorized persons in an area where privacy can be ensured. For example, confidential information will not be discussed in public or semipublic areas including hallways, waiting rooms, elevators and restaurants.

6. I will not distribute confidential information in any written or documentary or electronic format to anyone who is not employed by DCF unless specifically authorized to do so by DCF for purposes of performing my duties. This specifically includes, but is not limited to, use of DCF information in a research project or written publication.
7. If I recognize the name of a DCF adult or child client with whom I have a personal or business relationship not connected with my duties at DCF, I will immediately notify DCF and will not read additional information or access the case further without written DCF approval.
8. I will not remove any confidential information, either physically or electronically, from workspace operated by the Department of Children and Families, unless expressly authorized in writing by DCF.
9. I will return all confidential information in my possession to DCF upon the completion of my duties, and I will not keep any copies of any information, in any format, to which I have gained access.
10. I understand that Connecticut General Statutes §17a-28 addresses the confidentiality of DCF case records and states, in part:

“...The information contained in reports and any information relative to child abuse, wherever located, shall be confidential...”

“...Any violation of this section...shall be punishable by a fine of not more than one thousand dollars or imprisonment for not more than one year.”
11. I understand that I may be subject to the above-cited criminal penalty if I illegally disclose confidential DCF information.
12. I understand that I may also be subject to a civil lawsuit if I illegally disclose confidential information.
13. I understand that if I am sued for a willful or negligent breach of confidentiality, DCF, at its option, may not be responsible for any costs or damages associated with said suit.
14. I understand that my access privileges to confidential information will expire twelve (12) months from the date I sign this Agreement unless an authorized DCF Manager requests that my access privileges be renewed for another twelve (12) months. If my access is renewed, the provisions of this Agreement will remain in full force and effect even if I am not asked to sign a new Confidentiality Agreement.
15. I understand that even after my access privileges expire, and even after I am no longer providing services for DCF, the provisions of this Confidentiality Agreement